

HOUSING AUTHORITY of the County of Los Angeles

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Sean Rogan Executive Director

July 30, 2013

The Honorable Board of Commissioners Housing Authority of the County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Commissioners:

ADOPTED

BOARD OF COMMISSIONERS HOUSING AUTHORITY

1-H July 30, 2013

SACHI A. HAMAI EXECUTIVE OFFICER

AWARD A ONE-YEAR CONTRACT FOR ENVIRONMENTAL DOCUMENTATION CONSULTING SERVICES TO RINCON CONSULTANTS, INC. (ALL DISTRICTS) (3 VOTE)

SUBJECT

This letter recommends approval of a one-year Contract, in the amount of \$500,000, with Rincon Consultants, Inc., to provide environmental documentation consulting services to the Housing Authority on a project-by-project basis. The Contract may be extended for two one-year increments, at \$500,000 per year.

IT IS RECOMMENDED THAT THE BOARD:

- 1. Find that approval of the Contract for Environmental Documentation Consulting Services is not subject to the provisions of the California Environmental Quality Act (CEQA), as described herein, because the action will not have the potential for causing a significant effect on the environment.
- 2. Approve and authorize the Executive Director or his designee to execute and, if necessary, terminate a one-year Contract for Environmental Documentation Consulting Services (Contract), with Rincon Consultants, Inc., to provide environmental documentation consulting services for the implementation of Countywide housing development projects, using up to \$500,000 included in the Housing Authority's approved Fiscal Year 2013-2014 budget for this purpose.
- 3. Authorize the Executive Director or his designee to execute two one-year extensions to the Contract, at the same annual amount of up to \$500,000, contingent upon satisfactory performance and continued Housing Authority funding, effective following approval as to form by County Counsel.

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4. Authorize the Executive Director or his designee to increase the compensation amount by up to \$50,000 each year for unforeseen costs, using Housing Authority funds; and authorize the Executive Director or his designee to make administrative changes to the Contract as necessary to meet the requirements of federal and locally funded programs and to execute any necessary further amendments to the Contract to revise the scope of services, following approval as to form by County Counsel and execution by all parties.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Rincon Consultants, Inc., will provide environmental documentation consulting services and prepare documents as required by the National Environmental Policy Act (NEPA), California Environmental Quality Act (CEQA), and U.S. Department of Housing and Urban Development (HUD) environmental regulations as specified in 24 Code of Federal Regulations (CFR) Part 58.

FISCAL IMPACT/FINANCING

There is no impact on the County general fund. The Contract will be funded with \$500,000 included in the Housing Authority's approved Fiscal Year 2013-2014 budget. It may be renewed for a maximum of two additional years, in one-year increments, at the same rate of compensation, contingent upon satisfactory performance and continued Housing Authority funding from HUD. Funds for years two and three of the Contract, if extended, will be requested in the Housing Authority's annual budget approval process.

A contingency, in the amount of \$50,000 per year, is also being set aside for unforeseen project costs, using funds included in the Housing Authority's approved budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Housing Authority includes 3,258 rental units located on 70 sites funded through federal and state programs. As a recipient of federal funds, the Housing Authority is responsible for preparing environmental documents for activities that fall under NEPA and HUD regulations.

Services to be provided under the Contract include technical assistance and the preparation of the following documents: Notices of Exemption, Initial Studies, Negative Declarations, Notices of Determination, Categorical Exclusions, Environmental Assessments, Amended Environmental Assessments, Historic Sensitivity Analyses, Area of Potential Effect Surveys, Cultural Resources Surveys, Slum Blight Reviews, Environmental Impact Statements, Environmental Impact Reports and other documents as necessary.

Should Rincon require additional or replacement personnel after the effective date of this Contract, Rincon shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Operating Agency's minimum qualifications for the open position.

The attached Contract is being presented in substantially final form, and will be effective following approval as to form by County Counsel and execution by all the parties. On July 24, 2013, the Housing Commission recommended approval of the Contract.

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ENVIRONMENTAL DOCUMENTATION

This action is exempt from the provisions of the NEPA pursuant to 24 Code of Federal Regulations, Part 58, Section 58.34 (a)(3) because it involves administrative activities that will not have a physical impact or result in any physical changes to the environment. This action is also not subject to the provisions of CEQA pursuant to State CEQA Guidelines 15060(c)(3) and 15378, because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.

CONTRACTING PROCESS

On April 1, 2013, the Commission and the Housing Authority issued a joint Request for Proposals (RFP) to identify an individual firm to prepare environmental documents for a one-year period. Announcements of the RFP's availability were posted on the Commission's and the County Office of Small Business website (WebVen). By the deadline of April 30, 2013, three firms submitted proposals. The proposals were submitted by Pacific Municipal Consultants, Inc. (PMC), Rincon Consultants, Inc., and ICF Jones Stokes, Inc. The proposals were evaluated, and based on the RFP requirements and the rating process, Rincon Consultants, Inc. was selected as the firm most qualified to provide environmental documentation consulting services.

The Summary of Outreach Activities is provided in Attachment A.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This Contract will ensure that the Housing Authority complies with applicable federal and state environmental rules and regulations.

Respectfully submitted,

SEAN ROGAN

Executive Director

SR:rw

Enclosures

Attachment A

Summary of Outreach Activities

On April 1, 2013, the following outreach was initiated to identify a consultant to provide environmental document preparation services for the Community Development Block Grant (CDBG) Program, the HOME Investment Partnerships (HOME) Program, other programs funded by the U.S. Department of Housing and Urban Development (HUD) and locally funded programs.

A. Request for Proposal Advertising

A Request for Proposals (RFP) announcement appeared in the following newspapers:

Los Angeles Times

The announcement was also posted on the Commission/Housing Authority website and County Office of Small Business website (WebVen).

B. <u>Distribution of the Proposal Packets</u>

One hundred four RFP packages were downloaded from the Housing Authority's website.

C. Proposal Results

By the deadline of April 30, 2013, proposals were received from three firms. The proposals were evaluated, and based on the RFP requirements and rating process, Rincon Consultants, Inc. was selected as the firm most qualified to prepare environmental documentation for the Housing Authority.

D. <u>Minority/Women Participation – Selected Firm and Subcontractors</u>

Firm Name	Ownership	Empl	oyees
Rincon Consultants	Non-Minority	86 9 38 10% 44%	Total Minority Female Minority Female
Pacific Municipal Consultants, Inc.	Non-Minority	111 17 44 15% 39%	Total Minority Female Minority Female
ICF Jones Stokes, Inc.	Non-Minority	401 69 183 17% 46%	Total Minority Female Minority Female

The Housing Authority encourages the participation of minorities and women in the Contract award process including: providing information about the Housing Authority at local and national conferences; conducting seminars for minorities and women regarding the Housing Authority's programs and services; advertising in newspapers to invite placement on the vendor list; and mailing information to associations which represent minorities and women. The above information has been voluntarily provided by the above firm.

The recommendation to award the Contract for Environmental Services to Rincon Consultants is being made in accordance with federal regulations, and without regard to race, creed, color, gender or sexual orientation.

CONTRACT FOR ENVIRONMENTAL DOCUMENTATION CONSULTING SERVICES

This Contract is made and entered into this	day of July, 2013, by and between
the Housing Authority of the County of Los Angeles	, hereinafter referred to as "Housing
Authority", and Rincon Consultants, Inc., hereinafter	referred to as "Contractor."

RECITAL

1. PURPOSE

The Contractor is in the business of providing needed environmental document preparation and consulting services. On April 30, 2013, in response to the Housing Authority's Request for Proposal, Contractor submitted a Proposal to furnish the hereinafter-described environmental document preparation and consulting services to the Housing Authority.

TERMS AND CONDITIONS

2. TERM

This Contract shall commence on the day written above and shall remain in full force and effect for 12 months until July _____, 2014, unless sooner terminated as provided herein. This Contract may be extended in one-year increments, for a total of two (2) additional years at the sole discretion of the Housing Authority.

3. CONTRACTOR'S RESPONSIBILITIES

The Contractor agrees to perform in a good workmanlike manner, to the satisfaction of the Housing Authority's Executive Director, all the work described in the attached Statement of Work, Attachment A.

4. **COMPENSATION**

The Contractor shall submit to the Housing Authority on the 15th day of each month an invoice on a form approved by the Housing Authority for services rendered, as described in Attachment A, Statement of Work. Upon receipt and approval, the Housing Authority will pay the Contractor within thirty (30) days of receipt and approval of the invoice in accordance with Attachment B, Fee Schedule. The yearly amount of compensation under this Contract shall not exceed Five Hundred Thousand Dollars (\$500,000) and the total amount of compensation under this Contract will not exceed Five Hundred Thousand Dollars (\$500,000), which shall include all related expenses.

The Contractor shall be paid in accordance with the Housing Authority's standard accounts payable system.

The Contractor shall have no claim against the Housing Authority for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment, it shall immediately notify the Housing Authority and shall immediately repay all such funds to the Housing Authority. Payment by the Housing Authority for services rendered after expiration or termination of this Contract shall not constitute a waiver of the Housing Authority's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

5. SOURCE AND APPROPRIATION OF FUNDS

The Housing Authority's obligation is payable only and solely from funds appropriated through the U.S. Department of Housing and Urban Development (HUD) and, for the purpose of this Contract. All funds are appropriated every fiscal year beginning July 1.

In the event this Contract extends into succeeding fiscal years and funds have not been appropriated, this Contract will automatically terminate as of June 30 of the current fiscal year. The Housing Authority will endeavor to notify the Contractor in writing within ten (10) days of receipt of non-appropriation notice.

6. TERMINATION FOR IMPROPER CONSIDERATION

The Housing Authority may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract, if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County office, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract of the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the Housing Authority shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

The Contractor shall immediately report any attempt by a Housing Authority officer or employee to solicit such improper consideration. The report shall be made either to the Housing Authority's Executive Director or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

7. ASSIGNMENT BY CONTRACTOR

The Contractor shall not assign its rights or delegate its duties under the Contract, or both, whether in whole or in part, without the prior written consent of the Housing Authority, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, Housing Authority consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the Housing Authority to any approved delegate or assignee on any claim under the Contract shall be deductible, at the Housing Authority's sole discretion, against the claims, which the Contractor may have against the Housing Authority. However, the Housing Authority reserves the right to assign this Contract to another public agency without the consent of the Contractor.

Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is affected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the Housing Authority in accordance with applicable provisions of this Contract.

Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the Housing Authority's express prior written approval, shall be a material breach of the Contract which may result in the termination of the Contract. In the event of such termination, the Housing Authority shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8. CONFIDENTIALITY OF REPORTS

The Contractor shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the Housing Authority.

9. SUBCONTRACTING

The Contractor may subcontract only those specific portions of work allowed in the original specifications covered by this Contract with prior written approval by the Housing Authority.

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without prior written approval by the Housing Authority.

10. INSURANCE

Without limiting Contractor's duties to indemnify and defend as provided in this Contract, Contractor shall procure and maintain, at Contractor's sole expense, the insurance policies described herein. Such insurance shall be secured from carriers admitted in California, or authorized to do business in California. Such carriers shall be in good standing with the California Secretary of State's Office and the California Department of Insurance. Such carriers must be admitted and approved by the California Department of Insurance or must be included on the California Department of Insurance List of Eligible Surplus Line Insurers (hereinafter "LESLI"). Such carriers must have a minimum rating of or equivalent to A:VIII in Best's Insurance Guide. Contractor shall, concurrent with the execution of this Contract, deliver to the Housing Authority certificates of insurance with original endorsements evidencing the insurance coverage required by this Contract. endorsements are not immediately available, such endorsements may be delivered subsequent to the execution of this Contract, but no later than thirty (30) days following execution of this Contract. The certificates and endorsements shall be signed by a person authorized by the insurers to bind coverage on its behalf. Contractor shall provide Housing Authority with certificates of insurance and applicable endorsements each year during the term of this Contract to evidence its annual compliance with the insurance requirements set forth herein. The Housing Authority reserves the right to require complete certified copies of all policies at any time. Said insurance shall be in a form acceptable to the Housing Authority and may provide for such deductibles as may be acceptable to the Housing Authority. Any self-insurance program and self-insured retention must be separately approved by the Housing Authority. In the event such insurance does provide for deductibles or self-insurance, Contractor agrees that it will defend, indemnify and hold harmless the Commission of the County of Los Angeles ("Commission"), the Housing Authority, and the County of Los Angeles ("County"), and their elected and appointed officers, officials, representatives, employees, and agents in the same manner as they would have been defended, indemnified and held harmless if full coverage under any applicable policy had been in effect. Each policy shall be endorsed to stipulate that the Housing Authority be given at least thirty (30) days' written notice in advance of any cancellation or any reduction in limit(s) for any policy of insurance required Contractor shall give the Housing Authority immediate notice of any insurance claim or loss which may be covered by insurance. Contractor represents and warrants that the insurance coverage required herein will also be provided by any entities with which Contractor contracts, as detailed below. All certificates of insurance and additional insured endorsements shall carry the following identifier:

Rincon Consultants, Inc.

The insurance policies set forth herein shall be primary insurance with respect to the Housing Authority. The insurance policies shall contain a waiver of subrogation for the benefit of the Housing Authority. Failure on the part of Contractor, and/or any entities with which Contractor contracts, to procure or maintain the insurance coverage required herein may, upon the Housing Authority's sole discretion, constitute a material breach of this Contract pursuant to which the Housing Authority may immediately terminate this Contract and exercise all other rights and remedies set forth herein, at its sole and absolute discretion, and without waiving such default or limiting the rights or remedies of the Housing Authority, procure or renew such insurance and pay any and all premiums in connection therewith and all monies so paid by the Housing Authority shall be immediately repaid by the Contractor to the Housing Authority upon demand including interest thereon at the default rate. In the event of such a breach, the Housing Authority shall have the right, at its sole election, to participate in and control any insurance claim, adjustment, or dispute with the insurance carrier. Contractor's failure to assert or delay in asserting any claim shall not diminish or impair the Housing Authority's rights against the Contractor or the insurance carrier.

When Contractor, or any entity with which Contractor contracts, is naming the Housing Authority as an additional insured on the general liability insurance policy set forth below, then the additional insured endorsement shall contain language similar to the language contained in ISO form CG 20 10 11 85. In the alternative and in Housing Authority's sole and absolute discretion, it may accept both CG 20 10 10 01 and CG 20 37 10 01 in place of CG 20 10 11 85.

The following insurance policies shall be maintained by Contractor and any entity with which Contractor contracts for the duration of this Contract, unless otherwise set forth herein:

A. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 00 01 or its equivalent) including coverage for personal injury, death, property damage, and contractual liability with limits of not less than the following:

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

The Commission, Housing Authority, County, and each of their elected and appointed officers, officials, representatives, employees, and agents (hereinafter collectively referred to as the "Public Agencies and their Agents"), shall be named as additional insureds for contractor's work on such policy, and shall be primary and non-contributory.

B. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each incident. Such

insurance shall include coverage of all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto". The Public Agencies and their Agents shall be named as additional insureds on such policy.

C. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing worker's compensation benefits, as required by the Labor Code of the State of California. This must include a waiver of subrogation in favor of the Public Agencies and their Agents. In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

Each Accident	\$1,000,000
Disease-policy limit	\$1,000,000
Disease-each employee	\$1,000,000

D. PROFESSIONAL LIABILITY INSURANCE, including coverage for personal injury, death, property damage, and contractual liability in an amount not less than One Million Dollars (\$1,000,000) for each occurrence (Two Million Dollars (\$2,000,000) general aggregate). Said insurance shall be maintained for the statutory period during which the professional maybe exposed to liability. If Contractor is not providing professional services, then it is the responsibility of Contractor to obtain separate written approval from Housing Authority to eliminate this professional liability insurance requirement. Contractor shall require that the aforementioned professional liability insurance coverage language be incorporated into its contract with any other entity with which it contracts for professional services.

11. INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the Commission, Housing Authority, County, and each of their elected and appointed officers, officials, representatives, employees, and agents from and against any and all liability, demands, damages, claims, causes of action, expenses, and fees (including reasonable attorney's fees and costs and expert witness fees), including, but not limited to, claims for bodily injury, property damage, and death (hereinafter collectively referred to as "Liabilities"), that arise out of, pertain to, or relate to Contractor's acts, errors, or omissions arising from, pertaining to, or relating to this Contract except to the extent caused by the sole negligence or willful misconduct of Commission, Housing Authority, or County. This indemnification provision shall remain in full force and effect and survive the termination and/or expiration of this Contract. Contractor agrees to require any and all entities with which it contracts to agree to and abide by the above mentioned indemnification requirements in favor of the Commission, Housing Authority, and County, as applicable to each of them.

12. HOUSING AUTHORITY'S QUALITY ASSURANCE PLAN

The Housing Authority will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies, which Housing Authority determines are severe or continuing and that may place performance of the Contract in jeopardy, if not corrected, will be reported to the Board of Housing Commissioners. The report will include improvement/corrective action measures taken by the Housing Authority and Contractor. If improvement does not occur consistent with the corrective measure, the Housing Authority may terminate this Contract, pursuant to Paragraph 13 or 14, or impose other remedies as specified in this Contract.

A performance review will be conducted no later than ninety (90) days prior to the end of the first and second years of this Contract to evaluate the performance of the Contractor. Based on the assessment of the performance review, as determined by the Housing Authority in its sole discretion, written notification will be given to the Contractor whether this Contract will be terminated at the end of the current year or will be continued into the next contract year.

13. TERMINATION FOR CONVENIENCE

The Housing Authority reserves the right to cancel this Contract for any reason at all upon thirty (30) days prior written notice to Contractor. In the event of such termination, Contractor shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination.

14. TERMINATION FOR CAUSE

This Contract may be terminated by the Housing Authority upon written notice to the Contractor for just cause (failure to perform satisfactorily) with no penalties incurred by the Housing Authority upon termination or upon the occurrence of any of the following events in A, B, C or D:

A. Should the Contractor fail to perform all or any portion of the work required to be performed hereunder in a timely and good workmanlike manner or properly carry out the provisions of this Contract in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Contractor, and should the Contractor neglect or refuse to provide a means for satisfactory compliance with this Contract and with the direction of the Housing Authority within the time specified in such notice, the Housing Authority shall have the power to suspend or terminate the operations of the Contractor in whole or in part.

- B. Should the Contractor fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Contract, or if the work to be done under this Contract is abandoned for more than three days by the Contractor, then notice of deficiency thereof in writing will be served upon Contractor by the Housing Authority. Should the Contractor fail to comply with the terms of this Contract within five (5) days, upon receipt of said written notice of deficiency, the Executive Director of Housing Authority shall have the power to suspend or terminate the operations of the Contractor in whole or in part.
- C. In the event that a petition of bankruptcy shall be filed by or against the Contractor.
- D. If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, the obligations under this Contract, or if the Contractor shall violate any of the covenants, Contracts, or stipulations of this Contract, the Housing Authority shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Contract shall, at the option of the Housing Authority become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

15. <u>CONTRACTOR'S WARRANTY OF ADHERENCE TO HOUSING AUTHORITY'S CHILD SUPPORT COMPLIANCE PROGRAM</u>

The Contractor acknowledges that the Housing Authority has established a goal of ensuring that all individuals who benefit financially from the Housing Authority through a contract, are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the taxpayers of the County of Los Angeles.

As required by Housing Authority Child Support Compliance Program and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall, during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

16. <u>TERMINATION FOR BREACH OF WARRANTY TO COMPLY WITH HOUSING</u> AUTHORITY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 15, "CONTRACTOR'S WARRANTY OF ADHERENCE TO Housing Authority's CHILD SUPPORT COMPLIANCE PROGRAM' shall constitute default under this contract. Without limiting the rights and remedies available to Housing Authority under any other provision of this contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which Housing Authority may terminate this contract pursuant to Paragraph 14 - "TERMINATION FOR CAUSE" and pursue debarment of Contractor, pursuant to Housing Authority Policy.

17. POST MOST WANTED DELINQUENT PARENTS LIST

The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Contractor understands that it is County's and Housing Authority's policy to strongly encourage all Contractors to voluntarily post an entitled "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. The Child Support Services Department (CSSD) will supply Contractor with the poster to be used.

18. INDEPENDENT CONTRACTOR

This Contract does not, is not intended to, nor shall it be construed to create the relationship of agent, employee or joint venture between the Housing Authority and the Contractor.

19. <u>EMPLOYEES OF CONTRACTOR</u>

Workers' Compensation: The Contractor understands and agrees that all persons furnishing services to the Housing Authority pursuant to this Contract are, for the purposes of Workers' Compensation liability, employees solely of the Contractor. Contractor shall bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injuries arising from an accident connected with services provided to the Housing Authority under this Contract.

Professional Conduct: The Housing Authority does not and will not condone any acts, gestures, comments or conduct from the Contractor's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The Housing Authority will properly investigate all charges of harassment by residents, employees or agents of the Housing Authority against any and all Contractor's employees, agents or subcontractors providing services for the Housing Authority. The Contractor assumes

all liability for the actions of the Contractor's employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Contractor.

20. DRUG-FREE WORKPLACE ACT OF THE STATE OF CALIFORNIA

The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990.

21. SAFETY STANDARDS AND ACCIDENT PREVENTION

The Contractor shall comply with all applicable federal, state and local laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Contract.

22. COMPLIANCE WITH LAWS

The Contractor agrees to be bound by all applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Contract, including but not limited to, the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85, and the Americans with Disabilities Act of 1990. If the compensation under this Contract is in excess of \$100,000 then Contractor shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

The Contractor must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Contract.

The Contractor shall comply with the following laws in Sections 23-32, inclusive, and 41-46, inclusive.

23. <u>CIVIL RIGHTS ACT OF 1964, TITLE VI (NON-DISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS)</u>

The Contractor shall comply with the Civil Rights Act of 1964 Title VI which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

24. <u>SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF</u> 1974

The Contractor shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

25. <u>AGE DISCRIMINATION ACT OF 1975 AND SECTION 504 OF THE</u> REHABILITATION ACT OF 1973

The Contractor shall comply with the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, which require that no person in the United States shall be excluded from participating in, denied the benefits of, or subject to discrimination under this Contract on the basis of age or with respect to an otherwise qualified disabled individual.

26. EXECUTIVE ORDER 11246 AND 11375, EQUAL OPPORTUNITY IN EMPLOYMENT (NON-DISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS) AND SUBCONTRACTORS)

The Contractor shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment, which requires that during the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining Contract or other contract or understanding, a notice to be provided by the agency of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by the Executive Order and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Housing Authority and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of Contractor's noncompliance with the non-discrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such actions with respect to any subcontract or purchase order as the Housing Authority may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by the Housing Authority, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

27. GREATER AVENUES FOR INDEPENDENCE (GAIN) PROGRAM AND GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PROGRAM

- A. Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.
- B. In the event that both laid-off County Employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

28. FEDERAL LOBBYIST REQUIREMENTS

The Contractor is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to

influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative Contract, and any extension, continuation, renewal, amendment or modification of said documents.

The Contractor must certify in writing on the Federal Lobbyist Requirements Certification form that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Contractor will comply with the Lobbyist Requirements.

Failure on the part of the Contractor or persons/subcontractors acting on behalf of the Contractor to fully comply with the Federal Lobbyist Requirements may be subject to civil penalties.

29. <u>NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME</u> <u>CREDIT</u>

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

30. USE OF RECYCLED-CONTENT PAPER PRODUCTS

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on the Project.

31. CONTRACTOR RESPONSIBILITY AND DEBARMENT

- A. A responsible contractor is a contractor, consultant, vendor, or operating agency who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the Commission, Housing Authority, and County to conduct business only with responsible contractors.
- B. The Contractor is hereby notified that if the Housing Authority acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the Housing Authority may, in addition to other remedies provided in the contract, recommend that the Contractor be debarred from bidding or proposing on, or being awarded, and/or performing work on Housing Authority contracts for a specified period of time, which generally will not to exceed five years but may exceed five years or be permanent if warranted by circumstances, and terminate any or all existing contracts the Contractor may have with the Housing Authority.

- C. The Housing Authority may recommend that the Board of Housing Commissioners debar a contractor, consultant, vendor or operating agency if the Board of Commissioners finds, in its discretion, that the contractor, consultant, vendor, or operating agency has done any of the following: (1) violated any term of a contract with the Commission, Housing Authority, or County, or a nonprofit corporation created by the Commission, Housing Authority, or County (2) committed any act or omission which negatively reflects on the its quality, fitness or capacity to perform a contract with the Commission, Housing Authority, or County or any other public entity, or a nonprofit corporation created by the Commission, Housing Authority, or County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the Commission, Housing Authority, County, or any other public entity.
- D. If there is evidence that the Contractor may be subject to debarment, the Housing Authority will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Housing Authority shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Commissioners.
- F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contract Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- G. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The Housing Authority may, in its discretion, recommend that the Board of Commissioners reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment

was imposed; or (4) any other reason that is in the best interests of the Housing Authority.

H. The Contractor Hearing Board will consider a request for review of the debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the ground for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment Hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

I. These terms shall also apply to subcontractors and subconsultants of County, Commission, or Housing Authority contractors, consultants, vendors and operating agencies.

32. COMPLIANCE WITH JURY SERVICE PROGRAM

- A. Unless the Contractor has demonstrated to the Housing Authority satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program or that Contractor qualifies for an exception to the Jury Service Program, Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- B. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the Commission, Housing Authority, or County or a subcontract with a Commission, Housing Authority, or County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more Commission, Housing Authority, or County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or

more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the Housing Authority or County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the Housing Authority under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Contract and a copy of the Jury Service Program shall be attached to the Contract.

- C. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify Housing Authority if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The Housing Authority may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the Housing Authority's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
- D. The Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, Housing Authority may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future Commission, Housing Authority, or County contracts for a period of time consistent with the seriousness of the breach.

33. ACCESS AND RETENTION OF RECORDS

The Contractor shall provide access to the Housing Authority, the Federal Grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.

The Contractor is required to retain the aforementioned records for a period of five years after the Housing Authority pays final payment and other pending matters are closed under this Contract.

34. CONFLICT OF INTEREST

The Contractor represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest

direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one (1%) percent or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the Housing Authority. Upon execution of this Contract and during its term, as appropriate, the Contractor shall, disclose in writing to the Housing Authority any other contract or employment during the term of this Contract by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the Housing Authority's interest and the interests of the third parties.

35. **SEVERABILITY**

In the event that any provision herein is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

36. INTERPRETATION

No provision of this Contract is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Contract is to be construed as if drafted by both parties hereto.

37. WAIVER

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

38. PATENT RIGHTS

The Housing Authority will hold all the patent rights with respect to any discovery or invention, which arises or is developed in the course of, or under this Contract.

39. COPYRIGHT

No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. All such documents become the property of the Housing Authority and the Commission holds all the rights to said data.

40. NOTICES

The Housing Authority shall provide the Contractor with notice of any injury or damage arising from or connected with services rendered pursuant to this Contract to the extent that Housing Authority has actual knowledge of such injury or damage. Housing Authority shall provide such notice within ten (10) days of receiving actual knowledge of such injury or damage.

Notices provided for in this Contract shall be in writing and shall be addressed to the person intended to receive the same, at the following address:

The Housing Authority: Terry Gonzalez, Director

Housing Authority of the County of

Los Angeles

700 W. Main Street Alhambra, CA 91801

The Contractor: Steven Svete, Principal

Rincon Consultants, Inc. 180 N. Ashwood Avenue

Ventura, CA 93003

Notices addressed as above provided shall be deemed delivered three (3) business days after mailed by U.S. Mail or when delivered in person with written acknowledgement of the receipt thereof. The Contractor and the Housing Authority may designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

41. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Attachment D – Required Contract Notices* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

42. <u>CONTRACTOR'S ACKNOWLEDGMENT OF HOUSING AUTHORITY'S</u> <u>COMMITMENT TO THE SAFELY SURRENDERED BABY LAW</u>

The Contractor acknowledges that the Housing Authority places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the Housing Authority's policy to encourage all Housing Authority Contractors to voluntarily post the Housing Authority's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The Department of Children and Family Services of the County of Los Angeles will supply the Contractor with the poster to be used.

43. CONTRACTOR'S CHARITABLE CONTRIBUTIONS COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification as included in *Attachment C – Required Contract Forms*, the Housing Authority seeks to ensure that all Housing Authority contractors that receive or raise charitable contributions comply with California law in order to protect the Housing Authority and its taxpayers. A Contractor that receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings, or both.

44. <u>CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM</u>

The Contractor acknowledges that the Housing Authority has established a goal of ensuring that all individuals and businesses that benefit financially from the Housing Authority through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers. Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with the County's Defaulted Tax Program pursuant to Los Angeles County Code, Chapter 2.206.

45. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" shall constitute default under this Contract. Without limiting the rights and remedies available to the Housing Authority under any other provision of this Contract, failure of the Contractor to cure such default within 10 days of notice shall be grounds upon which Housing Authority may terminate this contract and/or pursue debarment of the Contractor, pursuant to County's Defaulted Property Tax Reduction Program pursuant to Los Angeles County Code, Chapter 2.206.

46. AUTHORIZATION WARRANTY

Each party represents and warrants that the person executing this Agreement or any amendment thereto for that party is an authorized agent of such party who has actual authority to bind the party to each and every term, condition and obligation of this Agreement, and that all requirements of each party have been fulfilled to provide such actual authority.

47. ENTIRE CONTRACT

This Contract with Attachments A through D constitutes the entire understanding and Contract of the parties. This Contract includes the following attachments:

- A. Statement of Work
- B. Fee Schedule
- C. Required Contract Forms
- D. Required Contract Notices

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SIGNATURES

IN WITNESS WHEREOF, the Housing Authority and the Contractor, through their duly authorized officers, have executed this Contract as of the date first above written.

HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES	RINCON CONSULTANTS, INC.		
By Sean Rogan Executive Director	By Steven Svete, ACIP Principal		
APPROVED AS TO FORM: JOHN F. KRATTLI County Counsel	APPROVED AS TO PROGRAM: COMMUNITY DEVELOPMENT GRANT DIVISION	BLOCK	
By County Counsel	By Terry Gonzalez Director		

ATTACHMENT A STATEMENT OF WORK

STATEMENT OF WORK/PROJECT PERFORMANCE ENVIRONMENTAL DOCUMENTATION SERVICES

1.0 SCOPE OF WORK

The Community Development Commission/Housing Authority of the County of Los Angeles (Commission/Housing Authority) is the County's affordable housing and community development agency. The Commission/Housing Authority help strengthen neighborhoods, empower families, support local economies, and promote individual achievement. The Public Agencies maintain many administrative buildings and 72 housing developments that include over 3,600 residential units within the County of Los Angeles.

The Commission/Housing Authority is seeking an environmental services consultant to provide environmental documentation and consulting services for projects under the National Environmental Policy Act (NEPA), the California Environmental Quality Act (CEQA), the U.S. Department of Housing and Urban Development's (HUD) environmental rules and regulations specified in 24 Code of Federal Regulations (CFR) Part 58, and other local, state, and federal regulatory requirements for the County of Los Angeles Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and other federally and locally funded programs.

2.0 GENERAL REQUIREMENTS

- 2.1 The Consultant shall possess five (5) years experience, within the last 10 years, providing Environmental Documents Preparation Services or services equivalent or similar to the services to public agencies in accordance with this Statement of Work.
- 2.2 The Consultant shall have a Planning/Project Manager/Supervisor assigned to the Contract with five (5) years of experience, within the last 10 years, overseeing the coordination and development of environmental documents, studies and other work for client agencies or services equivalent or similar to the services in accordance with this Statement of Work.
- 2.3 The Consultant shall provide lead personnel that can communicate in English.

3.0 SPECIFIC WORK REQUIREMENTS

3.1 <u>Environmental Document Preparation</u>

This section involves the preparation of environmental documents. The following is an estimate of the number of documents that may be required during each contract year:

Exempt Activity/Statutory Exemption	30
 Categorical Exclusion, Statutory Checklist/ Categorical Exemption 	75
 Initial Study/Notice of Determination/Negative Declaration 	20
 Environmental Assessment/Finding of No Significant Impact (FONSI) 	20
Amended Environmental Assessment/FONSI	20
• EIS/EIR	5

The consultant may also be required to complete other environmental documents or studies that are necessary to complete environmental reviews to include, but not limited to, noise studies, traffic studies, and biological studies. The consultant may also be required to review and provide feedback on documents prepared by other environmental consultants.

3.2 Historical Reviews

The consultant shall determine what impact Public Agency-funded projects will have on historically significant structures and properties as specified in the regulations of the Advisory Council on Historic Preservation, 36 CFR Part 800 and in accordance with the provisions of the Programmatic Agreement (PA) among the Public Agencies, the California State Historic Preservation Officer (SHPO), and the Advisory Council on Historic Preservation (Advisory Council), dated August 24, 1999. The following is an estimate of the number of reviews that may be required during each contract year:

Determination of Historic Significance (Residential, Commercial and Industrial Structures)	1300
Area of Potential Effect	60
Archaeological Record Search	60
Phase I Archaeological Survey of Cultural Resources	20

The Public Agencies will provide the consultant with the street address or addresses, a County Tax Assessor's data report (if available), and a description of the undertaking for each site to be reviewed.

The consultant will be responsible for applying the National Register Criteria (36 CFR part 63) to identify those properties that may be considered eligible for the National Register of Historic Places. The consultant will coordinate with the South Central Coastal Information Center at CSU, Fullerton for completion of Archaeological Record Searches and conduct follow-up and completion for any recommendations for Phase I Archaeological Surveys.

Properties deemed to be eligible for inclusion in the National Register and Area of Potential Effect studies, as well as archaeological surveys, will be reviewed in accordance with the provisions of the Public Agencies' PA, and may be submitted to the State Historic Preservation Office for review and concurrence.

3.3 Slum Blight Reviews

Slum or blight designation reviews pursuant to 24 CFR 570.208(b) may also be required. The consultant may be required to complete up to five slum blight designation surveys in the unincorporated areas of the County. The surveys will

establish whether, in the given service area, there are a substantial number of structures and/or public improvements that are deteriorated and/or deteriorating.

3.4 Technical Assistance

The consultant from time to time will be required to provide advice on Commission/Housing Authority projects involving NEPA and CEQA issues.

4.0 RESPONSIBILITIES

The Commission/Housing Authority and the Consultant's responsibilities are as follows:

Commission/Housing Authority

4.1 Personnel

- 4.1.1 The Commission/Housing Authority shall monitor the Consultant's performance in the daily operation of this Contract.
- 4.1.2 The Commission/Housing Authority shall provide direction to the Consultant in areas relating to policy, information and procedural requirements.
- 4.1.3 The Commission/Housing Authority shall prepare amendments to the Contract in accordance with the Contract.

Consultant

4.2 Project Manager

- 4.2.1 The Consultant shall provide a full-time Project Manager with five (5) years of experience within the last 10 years in managing projects of similar size and scope with public agencies as contained in this Statement of Work.
- 4.2.2 The Consultant's Project Manager shall act as a central point of contact with the Commission/Housing Authority, and shall have full authority to act for the Consultant on all matters relating to the daily operation of the Contract.
- 4.2.3 The Consultant's Project Manager shall be able to effectively communicate, in English, both orally and in writing.

4.3 Personnel

- 4.3.1 The Consultant shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for the Consultant in every detail and must be able to communicate effectively.
- 4.3.2 The Consultant's employees must wear visible identification when working under the Contract on Commission or Housing Authority property. The identification shall be:
 - Commission or Housing Authority Visitor ID

4.4 Consultant's Office

The Consultant shall maintain an office with a telephone in the company's name where the Consultant conducts business. At least one employee who can respond to inquiries and complaints that may be received about the Consultant's performance of the Contract shall staff the office during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. When the office is closed, an answering service shall be provided to receive calls. **The Consultant shall answer calls received by the answering service within two (2) hours of receipt of the call.**

5.0 HOURS / DAYS OF WORK

The Commission/Housing Authority office hours are from 8:00 a.m. to 5:00 p.m. The Commission/Housing Authority offices are closed on the following Holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day

6.0 QUALITY CONTROL PLAN

The Consultant shall establish and utilize a comprehensive Quality Control Plan to assure the Commission or Housing Authority a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the Commission or Housing Authority for review. The plan shall include, but not be limited to the following:

- Method of monitoring to ensure that Contract requirements are being met;
- A record of all inspections conducted by the Consultant;
 - > any corrective action taken,
 - the time a problem was first identified,
 - a clear description of the problem,
 - > and the time elapsed between identification and completed corrective action,
- The record shall be provided to the Commission or Housing Authority upon request.

7.0 QUALITY ASSURANCE PLAN

The Commission or Housing Authority will evaluate the Consultant's performance under this Contract. Satisfactory performance will be based on acceptance of work products by the Commission's/Housing Authority's Environmental Officer.

When the Consultant's performance does not conform to the requirements of this Contract, the Commission or Housing Authority will have the option to apply the following non-performance remedies:

 Require the Consultant to implement a formal corrective action plan, subject to approval by the Commission or Housing Authority. In the plan, the Consultant must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

- Reduce payment to the Consultant by a computed amount based on the nonsatisfactory service;
- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Consultant to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the Commission/Housing Authority to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Consultant's failure to perform said service(s), as determined by the Commission/Housing Authority, shall be credited to the Commission/Housing Authority on the Consultant's future invoice.

This section does not preclude the Commission/Housing Authority's right to terminate the contract upon thirty (30) days written notice with or without cause, as provided for in the Contract, Section 13- Termination for Convenience.

7.1 Periodic Performance Reviews

The Commission or Housing Authority will conduct periodic reviews to evaluate the Consultant's performance.

7.2 Contract Deficiency Notice

The Commission or Housing Authority will make verbal notification to the Consultant of a Contract deficiency as soon as the deficiency is identified. The problem should be resolved within a time period mutually agreed upon by the Commission or Housing Authority and the Consultant.

If resolution of the deficiency does not result from the verbal notification, the Commission or Housing Authority will determine whether a formal Contract Deficiency Notice shall be issued. Upon receipt of this document, the Consultant is required to respond in writing to the Commission or Housing Authority within five (5) workdays, acknowledging the reported deficiencies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the Commission or Housing Authority within ten (10) workdays.

7.3 Commission/Housing Authority Observations

In addition to divisional contracting staff, other Commission or Housing Authority personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Consultant's performance.

8.0 ADDITION/DELETION OF SERVICES

The Commission or Housing Authority reserves the right to add or delete services during the term of the Contract. The Consultant's fees will be adjusted by negotiation between the Commission or Housing Authority and the Consultant.

ATTACHMENT B FEE SCHEDULE

PER DOCUMENT COSTS/TIMEFRAMES FOR ENVIRONMENTAL DOCUMENTS

COST

Rincon Consultants and its subconsultants, San Buenaventura Research Associates and Conejo Archaeological Consultants, will prepare the requested environmental documents for a per document unit rate that will be negotiated prior to contract execution. For the purposes of this submittal and as requested in the RFP, the following costs are reflective of the work effort required to complete the Model Reviews/Samples of Work. The unit rates below include the cost of professional and clerical time, mileage, film and other miscellaneous expenses. Based on our previous experience on similar projects, we anticipate that these unit rates will be reflective of the final negotiated unit rates. A detailed breakdown of per document costs and deliverable time frames is provided below.

Table 1
Unit Cost and Schedule to Prepare Environmental Review Documents

	Document Type	Deliverable Schedule	Total Time to Complete	Per Document Cost
1.	Exempt Activity (24 CFR 58.34)	1 day	1 hr	\$102
2.	Categorical Exclusion (24 CFR 58.35)	1 day	4 hrs	\$408
4.	Environmental Assessment (24 CFR 58.36) a) Area of Potential Effect b) Archaeological Survey	15 working days	15 hrs (approx.) 8 hrs 8 hrs	\$1,530 plus cost of a) \$816 b) \$816
5.	Determination of Historic Significance (36 CFR 800.4)	5 working days	6 hrs	\$612
Tec	chnical Assistance	As Needed	N/A	\$102/hr

The unit costs given are based on the basic environmental document to be provided, and actual costs could increase if supplemental information is required.

The proposed scope of services and associated costs are fully negotiable to meet the needs of the Los Angeles Community Development Commission. As noted above, we propose to use a fixed \$100/hour billing rate for all technical assistance services. This includes principal and senior project management time as well as other support services. Based on our experience in past years, the technical assistance required under this contract has primarily involved principal and supervising level expert reviews and consulting. Our standard published rates for these professionals range from \$120-210/hour exclusive of expenses (e.g. telephone, mileage, supplies etc.). As such, we are offering LACDC a highly competitive rate for these technical assistances services. At LACDC's request, we are flexible to incorporate our standard fee schedule that delineates specified rates for each professional classification. Our proposed rates for computer-aided drafting and design (CADD) and geographic information system

(GIS) work and clerical assistance would be charged at a rate of \$75/hour. Clerical and administrative work would be charged at a rate of \$60/hour.

This offer for professional services will remain in effect for a period of 120 days from the date of this proposal. During this period, questions regarding our proposed scope of services may be directed to Stephen Svete, AICP or Michael P. Gialketsis, principals of Rincon Consultants, Inc.

SCHEDULE

The general schedule for deliverable of individual items is given in the above table. Expedited schedules can be met as necessary for individual documents and can be established at that time that work requests are submitted.

We propose that exempt notices (letters to the file) and simple Categorical Exclusions could be completed at the time that we receive the assignment from the LACDC. This work can be completed within CDC's office and immediately provided to the LACDC, or can be delivered the next day, depending on timing needs. Other Categorical Exclusions will normally be completed and delivered within one week. EAs, which require a Phase I archaeological assessment and/or historical review, will normally be completed within three weeks, provided that site access is readily available.

To aid in expediting delivery of specialized analyses, specific contact persons at San Buenaventura Research Associates and Conejo Archaeological Consultants will be designated so that direct communication can occur between the subconsultants and the Commission when appropriate. Document delivery and quality assurance/quality control will occur through Rincon Consultants.

ENVIRONMENTAL DOCUMENTATION CONSULTING SERVICES FEE SCHEDULE

ate.
\$102
\$102
\$102
\$102
\$102

ATTACHMENT C REQUIRED CONTRACT FORMS

& ACKNOWLEDGEMENT OF RFP RESTRICTIONS (Non-Collusive Affidavit)

A.	By submission of this Proposal, the Proposer certifies that the prices quoted herein have
	been arrived at independently without consultation, communication, or agreement with any
	other Proposer or competitor for the purpose of restricting competition.

В.	List	all	names	and	telephone	number	of	person(s)	legally	authorized	to	commit	the
	Pror	oose	er.										

PRINT NAME	PHONE NUMBER
Stephen Svete	805-644-4455
Michael Gialketsis	805-644-4455
Duane Vander Pluym	805-644-4455
Walter Hamann	805-644-4455

NOTE: Persons signing on behalf of the Proposer will be required to warrant that they are authorized to bind the Proposer and company of representation.

C. List names of all joint ventures, partners, subcontractor, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

None		
	1	

D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP. Proposer understands that if it is determined by the Community Development Commission of the County of Los Angeles (Commission)/Housing Authority of the County of Los Angeles (Housing Authority) that the Proposer did participate as a consultant in this RFP process, the Commission/Housing Authority shall reject this Proposal.

Rincon Consultants, Inc.		
Print Name of Firm		- Andrews - Andr
Stephen Svete, AICP, LEED AR ND	Principal	
Print Name of Signer	Print Title	
	April 24, 2013	
Signature	Date	
Certification of Independent Cost Determination & Acknowledgement	of RFP Restrictions	Revised 11/15/11

COMMUNITY DEVELOPMENT COMMISSION CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXEMPTION AND CERTIFICATION FORM

The Community Development Commission's (Commission) solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the Commission's Contractor Employee Jury Service Program (Program). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the Commission will determine, in its sole discretion, whether the bidder or proposer is exempted from the Program.

Company Name: Rincon Consultants, Inc.		
Company Address: 180 N. Ashwood Avenue		
City: Ventura	State: CA	Zip Code: 93003
Telephone Number: 805-644-4455		
Solicitation For (Type of Goods or Services): Environme	ental Documentation Cons	ulting Services

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program Is Not Applicable to My Business

- My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more Commission contracts or subcontracts (this exemption is not available if the contract/purchase order itself exceeds \$50,000). I understand that the exemption will be lost and I must comply with the Program if my revenues from the Commission will exceed an aggregate sum of \$50,000 in any 12-month period.
 - My business is a small business as defined in the Program. It 1) has ten or fewer employees; <u>and</u>, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, is . \$500,000 or less; <u>and</u>, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.
 - "Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.
 - "Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.
- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II - Certification of Compliance

My business <u>has</u> and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Josh Purcell	Title: Human Resources Manager
Signature:	Date: April 24, 2013

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Bidder/Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Bidder/Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Bidder/Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Bidders/Proposers unable to meet this requirement shall not be considered for contract award.

Bidder/Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A.	Bidder/Proposer has a proven recor	d of hiring GAIN/GROW participants.
	YES (subject to verificati	on by Commission/Housing Authority) X NO
B.	openings if the GAIN/GROW partici	er GAIN/GROW participants for any future employment pant meets the minimum qualifications for the opening. oposer is willing to interview qualified GAIN/GROW
	NO	
C.	Bidder/Proposer is willing to provi employee-mentoring program, if ava	de employed GAIN/GROW participants access to its ailable.
	YESNO	X_N/A (Program not available)
Bid	der/Proposer Organization: Rinc	on Consultants, Inc.
	nature: followell	
	nt Name: Josh Purcell	
Titl	e: Human Resources Manager	Date: April 24, 2013
Tel	.#: 805-644-4455	Fax #: 805-644-4240



CHARITABLE CONTRIBUTIONS CERTIFICATION

Rincon Consultants, Inc.		
Company Name		
180 N. Ashwood Avenue, Ventura, CA 93003		
Address		
77-0390093		
Internal Revenue Service Employer Identification Number		
California Registry of Charitable Trusts "CT" number (if applicable)		
The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to Ca Supervision of Trustees and Fundraisers for Charitable Purposes Act, which rethose receiving and raising charitable contributions.		
CERTIFICATION	YES	NO
Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a Community Development Commission (CDC) and/or Housing Authority contract, it will timely comply with them and provide the CDC and/or Housing Authority a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.	(X)	()
OR		
	YES	NO
Proposer of Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.	()	()
Signature April 24, 2	2013	
Signature Date		
Josh Purcell, Human Resources Manager		

CERTIFICATION OF NO CONFLICT OF INTEREST

CONTRACTS PROHIBITED

The Community Development Commission of the County of Los Angeles (Commission), shall not contract with, and shall reject any proposal(s) submitted by, the persons or entities specified below, unless the Executive Director finds that special circumstances exist which justify the approval of such contract:

- 1. Employees of the Commission for which the Commission is the governing body;
- 2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
- 3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
- 4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Executive Director for approval shall be accompanied by an assurance by the submitting division that these provisions have not been violated.

Josh Purcell	Human Resources Manager		
Print Proposer Name	Print Proposer Official Title	0	
losh kuall	April 24, 2013		
Official's Signature	Date		

CONTINGENT FEE REPRESENTATION AND AGREEMENT

The bidder/proposer represents and certifies as part of its bid/ offer that, except for full-

time bona fide employees working solely for the bidder/proposer, the bidder/proposer:

• [] has, [X] has not employed or retained any person or company to solicit or

obtain this contract; and

• [] has, [X] has not paid or agreed to pay to any person or company employed or

retained to solicit or obtain this contract any commission, percentage, brokerage,

or other fee contingent upon or resulting from the award of this contract.

If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/proposer shall

make an immediate and full written disclosure to the Procurement Officer.

Any misrepresentation by the bidder/proposer shall give the Community Development

Commission of the County of Los Angeles/Housing Authority of the County of Los

Angeles the right to (1) terminate the resultant contract; (2) at its discretion, to deduct

from contract payments the amount of any commission, percentage, brokerage, or other

contingent fee; or (3) take other remedy pursuant to the contract.

Authorized Official:

Name: Josh Purcell

Title: Human Resources Manager

Signature:

Date:

April 24, 2013

CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Company Name: Rincon Consultants, Inc	С.			
Company Address: 180 N. Ashwood Ave	enue			
City: Ventura	State: CA	Zip Code: 93003		
Telephone Number: 805-644-4455 Email address: info@rinconconsultants.com				
Solicitation/Contract For Environmental Documentation Consulting Services:				

The Proposer/Bidder/Contractor certifies that:

It is familiar with the terms of the County's Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; AND

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060. The following exemption applies to my contract:
 - Mandated by federal or state law or a condition of federal or state program;
 - The purchase is made through a state or federal contract;
 - The purchase is made for equipment or supplies for, or by the National Association of Counties,, U.S. Communities Government Purchasing Alliance, or other similar related group purchasing organization;
 - Sole source provider with exclusive and proprietary rights to services or goods;
 - Emergency services provider for services or goods;
 - □ Provide mission critical goods and/or services and is determined to be exempt by the Board of Commissioners:
 - Required to comply with the laws of the United Sates or California, which are inconsistent with this program.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Josh Purcell	Title: Human Resources Manager
Signature: followed	Date: April 24, 2013

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

	Rincon Consultants, Inc.
	Vendor's Name
	180 N. Ashwood Avenue, Ventura, CA 93003
	Address
	77-0390093 Internal Revenue Service Employer Identification Number
	GENERAL
subsideregard complements Califoresubcontrates	Contractor certifies and agrees that all persons employed by such firm, its affiliates, diaries, or holding companies are and will be treated equally by the firm without do not because of race, religion, ancestry, national origin, or sex and in liance with all anti-discrimination laws of the United States of America, the State of rnia, and all local ordinances. The Contractor further certifies that all antiractors, suppliers, vendors and distributors with whom the Contractor has a actual relationship are also in compliance with all applicable federal, state and local iscriminatory laws.
	VENDOR'S CERTIFICATION
1.	The vendor has a written policy statement prohibiting discrimination in all phases of employment.
2.	The vendor periodically conducts a self-analysis or utilization analysis of its work force.
3.	The vendor has a system for determining if its employment practices are discriminatory against protected groups.
4.	Where problem areas are identified in employment practices, the vendor has a system for taking reasonable corrective action, to include establishment of goals

_____ Date: _April 24, 2013

Authorized Official:

Name:_Josh Purcell

of timetables.

4.

Title: Human Resources Manager

FEDERAL LOBBYIST REQUIREMENTS CERTIFICATION

Name	of Firm:_	Rincon Consu	Itants, Inc.		_Date: April 24, 2013
Addre	ess: <u>180</u>	N. Ashwood A	enue		V.
State	:_CA	Zip Code:	93003	Phone No. :_	805-644-4455
Certifi	ication to		nt of Housing	and Urban De	Official, I make the following evelopment (HUD) and the es:
1)	named f employe Congres awarding cooperate	irm to any perse se of any agene s, or an emplo g of any Feder	on for influency, a Membe yee of a Me al contract, t and any ext	cing or attemption or of Congress, omber of Congresh the making of a	or on behalf of the above ng to influence an officer or an officer or employee of ess in connection with the and Federal grant, loan or ation, renewal, amendment,
2)	any pers any age employe grant loa submit S	son for influenci ncy, a Member e of a Member an, or cooperativ	ng or attemp of Congress of Congress e agreement LL, "Disclosu	ting to influence an officer or er in connection , the above nan	nave paid or will be paid to e an officer or employee or mployee of Congress or an with this Federal contract, ned firm shall complete and ort Lobbying", in accordance
3)	included subcontr	in the award acts, sub-grant	documents s, and contra	for all sub-awa acts under gran	age of this certification be ards at all tiers (including its, loans, and cooperative disclose accordingly.
when prerect 31, U.	this trans quisite for S. Code.	saction was ma making or ente Any person who	de or entered ring into the fails to file th	d into. Submissi transaction imp ne required certif	which reliance was placed ion of this certification is a osed by Section 1352 Title fication shall be subject to a 0,000 for each such failure.
Autho	rized Offic	cial:			
Name	: Josh Pu	urcell	T	Title:_	Human Resources Manager
Signat	ture:	John Pural			Date: April 24, 2013
		1 4			



Community Development Commission of the County of Los Angeles

Payee Registration

To ensure accurate and prompt payment, please provide all information and return with the organization information form, authorization for direct deposit form and W-9 form to:

Community Development Commission Attn: Central Services Vendor List 2 Coral Circle • Monterey Park, CA 91755-7425 Phone: (323) 890-7339 • Fax: (323) 890-8578

	☐ New Payee	X	Update of Company's	Information 	
Name of Company: _	Rincon Consultants, Inc.				
Contact Person: _	Kari Garcia		Title: Billin	g Manager	ě
Company Address: _	180 N. Ashwood Avenue	<u>; </u>	Ventura	CA	93003-1810
(P.O. Box will not be a	accepted) Street		City	State	Zip + 4
Billing Address/Remit (if different from above	To:Street		City	State	Zip + 4
Phone Number (_805	5) 644-4455 Fax Numb	per (<u>805)</u>	644-4240 Email: <u>ir</u>	nfo@rinconco	onsultants.com
X Federal I.D. No.	Social Security No.		, , , , ,	Section 501(c)(3)	Non-Profit letter)
Please print Federal I.	D., Social Security or Federal Non	ı-Profit No: _	77-0390093		
TYPE OF OWNERSH	P (check all applicable) Partnership X Corpor	ration [■Non-Profit ■ Franchise	Limited L	iability Company.
Other		<u> </u>			
	Distributor Construction		r ☑ Consultant ☐	Broker/Agent	☐ Vendor
Other					
THE INFORMATION	PROVIDED IS HEREBY TRUE	AND ACCU	RATE BASED ON FACTS A	VAILABLE AS C	OF THIS DATE.
Signature	1101/0000		sh Purcell	Date _A	pril 24, 2013
			less signed and dated.)		
Nata Receiv	ed:	OFFICE U	Date Entered:		
			Entered By:		

Community Development Commission of the County of Los Angeles Organization Information Form

I. FIRM/ORGANIZATION INFO	sex, national of	origin, age, n		are selecte s or disabilit		regard to
Business Structure: Sole		D Partr		Corporation	on 🚨 No	n-Profit
Total Number of Employees		ther (Please $\frac{1}{\sqrt{ners}}$	Specify)	· · · · · · · · · · · · · · · · · · ·		
Distribute the above total nu	mber of empl	oyees into	the following	ng categori	es: .	
Pare/Ethnia Composition Owners/Partners/ Managers Staff					aif	
	Male ·	Partners Female	Male	Female	Male	. Female
African American	IVIAIC .	remaie	IVIAIC	Temale	IVILIE	. I citate
Hispanic American	1			1	3	2
Asian American	- · · · · - · -				1	1
Asian Pacific American						
Native American					1	
Caucasian	3		3	2	30	35
Other Two or More						3
 is a Minority Business Enterprise. "Minority Business Enterprise," as used in this provision means an independent business concern which is at least 51 percent owned by one or more minority group members; or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one of more minority group members; and whose management and daily operations are controlled by one or more such individuals. is a Woman Business Enterprise. "Woman Business Enterprise," as used in this provision, means an independent business concern which is at least 51 percent owned by one or more women who are U.S. citizens; or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more women; and whose management and daily operations are controlled by one or more women; and whose management and daily operations are controlled by one or more women; and whose management and daily operations are controlled by one or more women; and whose management and daily operations are controlled by one or more women; and whose management and daily operations are controlled by one or more women; and whose management and daily operations are controlled by one or more women. 						
one or more women; and whose management and daily operations are controlled by one or more women. It is <u>not</u> a Minority or Woman Business Enterprise.						
II. DECLARATION						
I declare under penalty of perj is true and accurate. I und information at any time and the ownership from what is stated	erstand that t hat I will notify	he Commis	sion reserv	es the right	t to audit	the above
Print Authorized Name Josh Purcell	Authorized Signatu	blu w	all	HR Man	ager	Date 4/24/13

(Rev. January 2011)

Department of the Treasury

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Rincon Consultants, Inc. Business name/disregarded entity name, if different from above Check appropriate box for federal tax classification (required): Individual/sole proprietor	-	Name (as shown on your income tax return)					
Business name/disregarded entity name, if different from above Check appropriate box for federal tax classification (required): Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate Limited liability company. Enter the tax classification (C=C corporation, P=partnership) Exempt payee Other (see instructions) Address (number, street, and apt. or suite no) 180 N Ashwood Avenue City, state, and ZIP code Ventura, California 93003 List account number(s) here (optional) Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3. Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.							
Check appropriate box for federal tax classification (required): Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) Check appropriate box for federal tax classification (C=C corporation, S=S corporation, P=partnership) Check appropriate box for federal tax classification (C=C corporation, S=S corporation, P=partnership) Check appropriate box for federal tax classification (C=C corporation, P=partnership) Check appropriate box for federal tax classification (C=C corporation, P=partnership) Check appropriate box for federal tax classification, P=partnership							
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Ventura, California 93003 List account number(s) here (optional) Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3. Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	nt a		***************************************				
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Part II Certification	Date	TI Contisionation					
Part II Certification Under penalties of perjury, I certify that:	-						
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and							
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue	2. Lar	in not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I ha	ave not been notified by the	e Internal Revenue			
Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and	Ser	Wice (IHS) that I am subject to backup withholding as a result of a failure to report all interest or div	vidends, or (c) the IRS has	notified me that I am			
3. I am a U.S. citizen or other U.S. person (defined below).							
Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding	Certifi	ication Instructions. You must cross out item 2 above if you have been notified by the IRS that yo	ou are currently subject to	backup withholding			
because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid acquisition or about a property and apply the party and apply the	becau	se you have failed to report all interest and dividends on your tax return. For real estate transaction	ns, item 2 does not apply.	For mortgage			
interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the	11110105	of paid acquipition or abandonment of accurad arrangly, assembly as all data assetts it as a					
instructions on page 4.	genera	st paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an	individual retirement arrang	gement (IRA) and			
Sign Signature of	genera	ally, payments other than interest and dividends, you are not required to sign the certification, but	individual retirement arrang you must provide your cor	gement (IRA) and			
Here U.S. person ► Date ► 4/22/2013	genera	ally, payments other than interest and dividends, you are not required to sign the certification, but citions on page 4.	you must provide your cor	gement (IRA) and			
General Instructions Note, If a requester gives you a form other than Form W-9 to request	genera instruc Sign	ally, payments other than interest and dividends, you are not required to sign the certification, but citions on page 4. Signature of	individual retirement arran- you must provide your cor 4/22/2013	gement (IRA) and			
Section references are to the Internal Revenue Gode unless otherwise your TIN, you must use the requester's form if it is substantially similar to this Form W-9.	genera instruc Sign Here	ally, payments other than interest and dividends, you are not required to sign the certification, but citions on page 4. Signature of U.S. person Date Note If a requester gives	you must provide your cor 4/22/2013 s you a form other than For	gement (IRA), and rect TIN. See the			

noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- · An individual who is a U.S. citizen or U.S. resident alien,
- · A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- . An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership Income.

ATTACHMENT D REQUIRED CONTRACT NOTICES

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fundraising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A bidder/proposer on Commission and/or Housing Authority contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following resource references are offered to assist bidders/proposers who engage in charitable contributions activities, however, each bidder/proposer is responsible to research and determine its own legal obligations and properly complete the Charitable Contributions Certification form.

In California, supervision of charities is the responsibility of the Attorney General, whose website, http://caag.state.ca.us/, contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: http://caag.state.ca.us/charities/statutes.htm.

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 http://www.cnmsocal.org/, and statewide, the *California Association of Nonprofits*, http://www.canonprofits.org/. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the Commission of such organizations.



Notice 1015

(Rev. December 2009)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2009 are less than \$48,279 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 8, 2010.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at www.irs.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

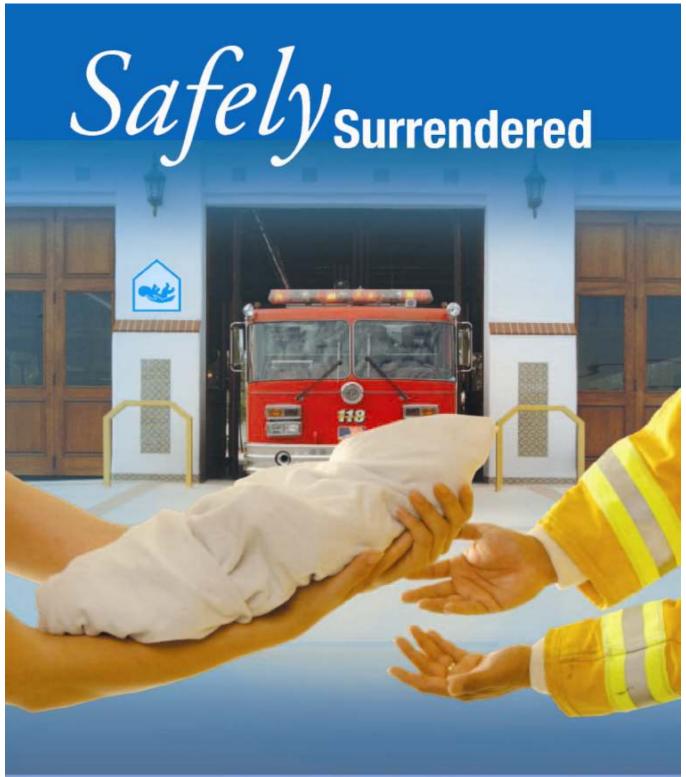
How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2009 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2009 and owes no tax but is eligible for a credit of \$829, he or she must file a 2009 tax return to get the \$829 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2010 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice **1015** (Rev. 12-2009) Cat. No. 205991



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

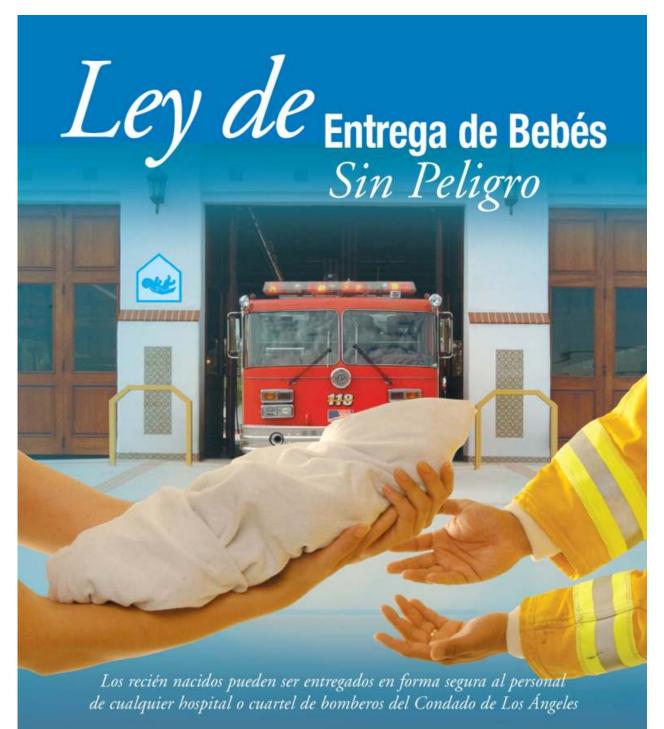
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin
Peligro de California permite la
entrega confidencial de un recién
nacido por parte de sus padres u
otras personas con custodia legal,
es decir cualquier persona a quien
los padres le hayan dado permiso.
Siempre que el bebé tenga tres
días (72 horas) de vida o menos, y
no haya sufrido abuso ni
negligencia, pueden entregar al
recién nacido sin temor de ser
arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/ madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.